

Table of Contents

Section	Page
A) Purpose and Description of Service	2
B) Background.....	2
C) Minimum Qualifications for Proposers.....	3
D) Proposal Requirements and Information.....	4
1) Time Schedule	4
2) Proposal	4
3) Cost Detail Format and Requirements.....	6
4) Submission of Proposal	7
5) Evaluation Process	9
6) Award and Protest.....	16
7) Disposition of Proposals.....	17
8) Agreement Execution and Performance	17
E) Preference Programs	17
1) Small Business Preference	17
2) Target Area Contract Preference Act (TACPA)	19
3) Local Area Military Base Recovery Act (LAMBRA)	19
4) Enterprise Zone Act (EZA).....	19
F) Required Attachments	19
1) Required Attachment Check List	20
2) Proposal/Proposer Certification Sheet.....	21
3) Proposer's Cost Sheet	23
4) Proposer References	24
5) Payee Data Record (STD 204)	25
6) Contractor's Certification Clauses (CCC) (page 1)	27
7) Target Area Contract Preference Act (TACPA)	32
8) Enterprise Zone Act Preference (EZA)	34
9) Local Agency Military Base Recovery Area Act.....	36
G) Sample Standard Agreement (STD 213)	38
1. Exhibit A, Scope of Work	
a. Exhibit A, Appendix 1: Incident Tracking Form	
b. Exhibit A, Appendix 2: Infrastructure Quarterly Individual Site Template	
c. Exhibit A, Appendix 3: Final Report Format	
d. Exhibit A, Appendix 4: Cost Proposal Worksheet	
e. Exhibit A, Appendix 5: Renewable Definitions	
f. Exhibit A, Appendix 6: Examples – Calculating the 20% renewable Hydrogen Contribution	
g. Exhibit A, Appendix 7: Documenting Senate Bill 76 Emissions Criteria have been met	
2. Exhibit B, Budget Detail and Payment Provisions	
3. Exhibit C, General Terms and Conditions	
4. Exhibit D, Special Terms and Conditions	
5. Exhibit E, Additional Provisions	

A. Purpose and Description of Services

The California Air Resources Board (ARB) requests proposals to establish three (3) demonstration hydrogen fueling stations or combined fuel cell energy/fueling stations as described in California Senate Bill 76, Chapter 91, and Statutes of 2005.

This request for proposals (RFP) is to solicit competitive bids from qualified teams or individuals including energy suppliers, original equipment manufacturers (OEMs), utilities, contractors and other parties interested in further developing and demonstrating hydrogen refueling infrastructure in California.

These State funded stations will be high visibility, and garner significant public attention. These hydrogen fueling stations will be used to demonstrate and gain experience in testing the viability of using hydrogen as a transportation fuel. Successful station bidders must be able to enter into a final contract and begin construction of the hydrogen fueling stations by December 31, 2006.

These stations will be public stations. By this, we mean that with proper notice, training and when all liability agreements are agreed upon, any private or publicly operated OEM hydrogen fuel cell vehicle and approved conversion vehicle, fuel cell or internal combustion engine (ICE) may have access to refill at the station.

The term of the agreement will be from the date of contract signing not exceeding December 31, 2008 unless otherwise stated in the contract. Station construction should be complete, all inspections passed and dispensing hydrogen fuel no later than December 31, 2007. The station should be then be fully operational until at least December 2009. At close of contract period, all capital equipment paid for by State funds will become the property of the operator/successful bidder. Henceforth the State will have no financial or intellectual interest in the station.

The State is soliciting a minimum 50/50 cost sharing for each of the three (3) proposed stations. Funding of \$3,750,000 is available for the State's portion of the three (3) stations, or an average of \$1,250,000 per station. If one includes the required 50% match funding, then an average of \$2,500,000 total would be available for development of each station. The State portion of the funding is to be used in part, to help offset and provide incentive for the increased capital outlay and engineering required to meet the emissions targets and new renewable energy requirement. State funds may not be used to purchase/lease real estate or feedstocks such as natural gas or biogas.

All proposal selections must be formally approved by the ARB appointed selection team before the contracts may be completed. Not all available money will be granted if the ARB does not receive sufficient meritorious proposals per the RFP specifications.

The maximum term of this agreement is for 60 months, unless otherwise agreed upon.

The maximum amount of funding for this agreement is \$3,750,000.

(Term and amount of this agreement is contingent upon the appropriation of funds for the Budget Act of the current year and/or subsequent years covered under this agreement. ARB reserves the right to amend this agreement for time and/or funding).

B. Background

The California Hydrogen Highway Network (CaH2Net) is a State initiative to promote the use of hydrogen as a means of diversifying our sources of transportation energy used, while ensuring environmental and economic benefits. To be implemented in three phases, the California Hydrogen Blueprint Plan outlines a path to two hundred fifty (250) hydrogen fueling stations and twenty

thousand (20,000) hydrogen fueled vehicles which will help set the stage for the eventual full-scale commercialization of these technologies.

In 2005, the California legislature passed Senate Bill 76, Chapter 91, Statutes of 2005, to further the goals of the California Hydrogen Blueprint Plan. The bill provides funding for the State to lease a diverse fleet of up to twelve (12) vehicles, to purchase or lease up to two (2) internal combustion engine shuttle buses and to co-fund up to three (3) demonstration hydrogen fueling stations in the State. This RFP solely addresses the establishment of the three (3) demonstration hydrogen fueling stations referenced in the bill.

Staff from the Sustainable Transportation Technology Branch (STTB) of the Mobile Source Controls Division (MSCD) held five (5) workshops in late October 2005 and early November 2005 to solicit input from the public and potential stakeholders. The workshops were well attended and staff received valuable input from each of the meetings. Motor vehicle OEMs, vehicle conversion companies, hydrogen equipment manufacturers, energy providers, utilities, State and local government representatives, and the interested public were all in attendance. This and other information and research was used in assembling this RFP.

Through this solicitation process, successful bidders will enter into contracts with the ARB for the planning, construction and operation of three (3) demonstration hydrogen fueling stations.

C. Minimum Qualifications for Proposers

1. Bidders Qualifications and Experience

Bidders must be able to provide proof the company, if a corporation, is in good standing with the Secretary of State, and is qualified to do business in the State of California. For bidders that are non-profit organizations, provide proof of non-profit status. Also, attach copies of current business licenses, professional certifications, resumes, proof of financial solvency or stability (e.g. balance sheets & income statements for 3 years, and other credentials.

Bidders shall provide information to demonstrate how they have met the qualifications as detailed in the technical chapter of the proposal.

2. Station Minimum Qualifications:

- 20% New Renewable Energy
- 30% Reduction of Greenhouse Gas emissions
- No Increase in Criteria or Toxic Pollutant emissions
- Storage capacity of no less than 50 kg
- Dispensing capacity of no less than 10 kg/day, seven days a week
- Dispensing capacity of 5000 pounds per square inch (PSI) with ability to upgrade to fuel lower pressure metal hydride vehicles or to dispense at 10,000PSI
- Station Location – located in four existing clusters or in the San Joaquin valley, not less than 5 miles from nearest public station.
- Fuel cell energy storage/H₂ fueling station option utilizes fuel cell energy generation of at least 100kw and meets minimum hydrogen station storage and generation metrics.
- Community Involvement plan provided
- Provides for Public Access
- Hydrogen purity at fuel cell grade in compliance with Society of Automotive Engineers (SAE) J-2719
- Hydrogen fuel cost to produce and cost to consumer calculations provided
- Vehicles which will use station identified

- Meets or will meet all performance and safety standards set by Authorities Having Jurisdiction (AHJ)

The proposal should summarize by way of a diagram the station design, provide detail as to how the station will meet the 20% renewable requirement, and demonstrate how the environmental/emission requirements are being met. Incomplete proposals will not be considered

An individual proposal must be submitted for each station. No multiple station proposals will be considered. However, the bidder may submit proposals for more than one station in one or more regional clusters.

D. Proposal Requirements and Information

1. Time Schedule

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP available to prospective proposers	<u>4/21/06</u>	<u>N/A</u>
Written Question Submittal Deadline	<u>5/05/06</u>	<u>5:00 p.m.</u>
Bidders Conference	<u>5/18/06</u>	<u>10:00 a.m.</u>
(Bidder's Conference will take place at Cal/EPA Headquarters, 1001 I Street, Sacramento, CA)		
Final Date for Proposal Submission	<u>6/02/06</u>	<u>5:00 p.m.</u>
Proposal Review Completed	<u>6/16/06</u>	<u>5:00 p.m.</u>
Notice of Intent to Award	<u>7/14/06</u>	<u>N/A</u>
Proposed Award Date	<u>7/28/06</u>	<u>N/A</u>

2. Proposal

The proposal must include, at the minimum the information described below:

A. Technical Chapter

Summary – A concise write up outlining the main thinking behind the proposal including the features and benefits of the proposal.

Project Schedule – The proposal must include a comprehensive calendar of the entire project from the submission of the bid, to the completion of the co-funded portion of the station's operating lifetime, and for the foreseeable future if possible. The State values projects that have a plan to operate beyond the contract timeframes. The calendar must include timeframes for each major task, highlighting the milestones, critical paths and responsible party for each. The tasks will include site preparation, inspection, equipment siting, permitting, testing, and other related events.

Engineering – The proposal must include proposed location/site drawings, site preparation, construction, engineering drawings and specifications including major equipment specifications and acquisition schedules. Include a write-up describing each of the proposed test/certification procedures to verify and validate the correct performance and adequate safety of the station.

Proposal Requirements – The proposal must clearly outline and provide detailed information as to how each of the minimum qualifications has been met, and to what extent the minimum qualifications have been exceeded.

Management Plan – The proposals must include a project management plan including the management structure and project organization.

Qualifications Section – The proposals must name all partners, their qualifications, capabilities and roles. The proposal must identify by name all key personnel assigned to the project and clearly describe their individual areas of responsibility. For each individual, include company, and individual resumes, and contact information.

Environmental requirements – Using worksheets from the Appendices #7, present calculations that illustrate that the proposed hydrogen production pathway satisfies the (1) Twenty (20)% new renewable requirement, (2) the thirty three (33)% reduction in greenhouse gas emissions, (3) and no increases in criteria pollutant or toxic air contaminant emissions requirements.

Codes and Standards – The proposal must list all the applicable codes and standards that are necessary for the construction and operation of the fueling station. Include a detailed safety plan including a hydrogen leak detection plan describing the operation of alarms, the evacuation plan, and any training materials that may be necessary. The proposal will state what agency or authorities will be providing the respective training and approval/compliance finding.

Other Deliverables – After the execution of the contracts with the California Air Resources Board, the selected bidders must communicate with the contracts manager the progress of the station construction. To ensure this takes place in a regular manner, the following deliverables will be expected:

- Immediate submittal of incident reports. Preferably, use reports as developed by the California Fuel Cell Partnership incident reports as contained in Appendix 1, "Incident Tracking Form"
- Monthly status reports will be scheduled and conducted via teleconference line, or in person with staff and management of the Sustainable Transportation Technology Branch.
- Quarterly station reports will be required, once the station is operational. The format should follow those developed by the National Renewable Energy Laboratories (NREL) Infrastructure – Quarterly Individual Site Template Revision: D. Reports to be submitted include the following: Individual Site Summary, Site Managers Log, On-Site Hydrogen Production Cost Log, Maintenance Log, Safety Log, Hydrogen Purity Log, Refueling data, On-site Hydrogen Production Efficiency Summary, Reformer Log, Electrolyzer Log, Compression Log, Storage and Dispensing Log, and for hydrogen energy stations, C-production Log. Examples of these spreadsheets are contained in Appendix 2 "Infrastructure Quarterly Individual Site Template"
- Quarterly written progress reports that summarize project status, achievement of milestones, preliminary findings, deviations from plan, new recommendations if any, financial summary and invoices due to the ARB.
- Quarterly progress meetings between key station and ARB personnel, held on-site at the station if necessary. Submittal of written notes/summary of meeting required.
- Final report –must describe the highlights and challenges of what was involved in successfully establishing the station. The report must contain description of each of the main stages involved from planning through completion and operation of the station. The report must include a list of recommendations that might benefit the construction of a station of similar design in the future. A draft of the final report must be submitted to ARB staff for review and

comment at least sixty (60) days before the submission of the final report. Refer to Appendix 3, "Final Report Format" for formatting.

- From the beginning of the project, forward a copy of all training, performance, specification manuals, schematics, operators, maintenance and troubleshooting manuals to ARB staff as soon as practical.

3. Cost Detail Format and Requirements

The written proposal will be presented in two (2) main sections, the Technical Chapter and the Cost Chapter, each of which will be scored individually. The cost chapter must be provided under separate, sealed cover as described in Section D.4.Submission of Proposal.

The costs for the proposed work should be broken down and called out as illustrated in the attachment in Appendix 4 "Cost Proposal Worksheet"

Use this Cost Proposal Worksheet as a guide and expand on each category as appropriate to cover fully all proposed costs. On this worksheet, please itemize fully those costs that you plan on using to obtain State matching funds, up to but not exceeding the \$1.25 million amount allotted per station.

The Cost Chapter of the proposal must include, at the minimum the information described below:

Summary – concise write-up outlining the different estimated costs of the station.

Cost Spreadsheet – This contract is a firm fixed cost contract. All costs must be provided for each task and deliverable.

- Labor –List total number of hours and hourly billing rate for each level of professional staff. List direct labor rate, overhead rate and amount, fringe benefit rate and amount. List administrative rate and amount. Provide a justification of rates of pay as well.
- Subcontractor costs – List subcontractor costs and identify each contractor where possible by name. List charges per hour and by day.
- Travel Costs – Indicate amount of travel cost and basis of estimate to each destination, purpose of trip, airline fare and/or mileage expense, per diem costs lodging costs and car rental. Travel costs must be in accordance with the State of California Department of Personal Administration guidelines used for State employee travel.
- Other direct Costs – This category may include such items as postage, mailing, courier, printing/reproduction costs, etc. Provide basis of estimate for these costs.
- Equipment costs - provide proposed prices of commercially available off-the-shelf equipment/components (where available) and include catalog price or price list.
- Maintenance costs – Include an estimate of maintenance costs over the contract period. Include description of all warranty coverage and an estimate of routine and preventative maintenance, as well as a reserve for unscheduled maintenance.

Proposed Payment Schedule – Proposal must include a recommended schedule of payments or invoices for the duration of the project. Payments must have clear documentation and back up and be clearly defined and based on the completion of specific milestones. Include milestones such as; site preparation, equipment delivery, installation, testing and certification, operation. It must be noted that the State of California does not pay for services or products in advance

Cost Share Requirements - Proposers must clearly state exactly how much State funding they are applying for. Each station proposal will present a spread sheet itemizing costs to be applied as matching costs. Each will detail their estimates of all capital equipment, facility, and personnel costs, clearly showing how their portion of the 50/50 cost matches.

Allowable hydrogen cost share items: generating, storage, purification, dispensing and related support equipment. Site preparation, engineering, consulting, and labor related to the station. Time and materials spent towards education and community outreach events and efforts.

Items not allowed to be counted in the cost share equation: existing facilities, real estate and feedstocks used to generate hydrogen.

4. Submission of Proposal

Proposals must contain three (3) separate parts and must be submitted in three (3) separate envelopes or packets: 1) Administrative Documents, 2) Proposal and 3) Budget Submittal Form and any associated documents.

- a. The Administrative Documents - Label the envelope or packet accordingly. The envelope or packet should contain the applicable **Attachments 1, 2, and 4-10**. Do not include any budget or technical documents in this envelope or packet.
- b. The Proposal and any associated documents - Label the envelope or packet accordingly. The envelope or packet should contain only the Technical Proposal and any documents relating to the technical aspects of this project. Do not include any administrative documents or Budget documents in this envelope or packet.
- c. The Proposer's Cost Sheet and any documents – Label the envelope or packet Proposer's Cost Sheet. The Proposer's Cost Sheet (Attachment 3) should be paginated as a stand-alone document using the page number format of "Page xx of xx".
- d. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- e. Proposals should be two-sided. To conserve paper, please use single or one-and-a-half spacing. Please do not include large company brochures. The proposal must contain the following parts:
 - (1) Title page. The purpose of this page is to provide in one location information needed by ARB administrative staff. It must contain the following items:
 - (a) the title of the proposal, which must be the same as the title of the RFP;
 - (b) the name, title, and signature of official authorized to bind the proposal;
 - (c) a statement that the proposal was prepared for the ARB's Mobile Source Operations Division;
 - (d) the name and address of your company [NOTE: You may use a Post Office box, but please provide your company's street address for our records]; and
 - (e) the date of the proposal.
 - (2) Table of Contents.
 - (3) Abstract. A one-page abstract of the proposed project briefly summarizing the main point of the various sections of the proposal.
 - (4) Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings).

- f. All proposals must be submitted under **sealed** cover and sent to the Air Resources Board by dates and times shown in Section C, Proposal Requirements and Information, Item #1 Time Schedule. Proposals received after this date and time will not be considered.
- g. A minimum of ten (10) copies of the technical proposal must be submitted, along with one (1) original. For the Administrative and Budget portions, only one (1) original is required for submission.
- h. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- i. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN" in Red Lettering, as shown in the following example:

RFP #05-609
Development of Hydrogen Refueling Stations
Jennifer Ramos
ASD – 20th Floor
Air Resources Board, 1001 I Street, P.O. Box 2815, Sacramento, CA 95812

DO NOT OPEN

- j. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided on the Proposal/Proposer's Certification Sheet (see Attachment 2).
- k. Proposals not submitted under sealed cover and marked as indicated will be rejected.
- l. All proposals shall include the documents identified in Required Attachment Checklist (see Attachment 1). Proposals not including the proper "required attachments" shall be deemed non-responsive, thus ineligible for award. A non-responsive proposal is one that does not meet the basic proposal requirements.
- m. Mail or deliver proposals to the following address:

<u>U.S. Postal Service Deliveries</u> Jennifer Ramos Air Resources Board Administrative Services Division P.O. Box 2815 Sacramento, CA 95812	<u>Hand Deliveries</u> (UPS, Express Mail, Federal Express) Jennifer Ramos Air Resources Board Administrative Services Division 1001 I Street Sacramento, CA 95814
---	--
- n. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- o. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals at its discretion or if any deviations are considered material, and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify

the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.

- p. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- q. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- r. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Time Schedule. Proposal modifications offered in any other manner, oral or written, will not be considered.
- s. A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an authorized agent in accordance with "r." above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- t. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- u. The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- v. Before submitting a response to this solicitation, Proposers should review, correct all errors and confirm compliance with the RFP requirements.
- w. Where applicable, Proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- x. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will result in the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future agreements.
- y. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site www.ols.dgs.ca.gov/Standard+Language.
- z. No oral understanding or agreement shall be binding on either party.

5. Evaluation Process

- a. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b. The State will put each proposal through a process of evaluation to determine its responsiveness to the State's needs.

- c. Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, will be rejected.

- d. Proposal Evaluation

The proposals will be evaluated by a panel of six to eight (6 – 8) qualified individuals familiar with the subject matter of the project. If deemed necessary, independent academic, public or private sector experts may be called upon to answer any specific questions regarding the responses to the RFP. The panel will be selected by ARB's executive officer or her designee. It is possible that any combination of stations will be selected from any given bid application based on the criteria identified herein. A proposal of three (3) similar stations may receive different scores due to graded value of locations, cost value factor, renewables percentage, etc.

The proposals will first be evaluated to determine if they meet the minimum qualifications as detailed in the Scope of Work. Proposals that require clarification may be clarified; however, proposals that are incomplete or do not qualify will not be considered further. After the minimum qualifications have been verified, the proposals will be assigned a score.

Following the scoring of individual station proposals, cost proposal packages will be opened, and proposals will be awarded cost points. These cost points will be added to the proposal scores. The scoring is meant to reward those proposals featuring above average value added in regards to the funding of the demonstration station. A simple formula taking the State's matching portion divided by the annual average daily dispensing capacity will be used to illustrate the relative value for comparing station cost proposals with one another.

The contract award(s) will be made to the responsible bidder earning the highest overall score. To help ensure the stations are not located adjacent to each other; the highest scoring overall fueling station proposal will be selected first. The second station selected will be at least 20 miles driving distance from the first ranked station proposal. Therefore, all station/proposals within 20 miles of the first will be excluded. The third station must be at least 20 miles from the first two. However in order to help develop a more effective statewide network, no more than two stations will be funded in any one existing regional cluster.

The fueling station proposals will be accepted subject to the selection criteria, with the State's contribution not to exceed \$1.25 million per station.

- e. Proposal Review and Evaluation Process

- 1) Phase I: Review for Minimum Qualifications**

- a) The Administrative Documents will be reviewed for compliance with the requirements of this RFP.
 - b) Proposals will be reviewed for compliance with the Minimum Qualifications. Responsive proposals that meet the minimum qualifications will be evaluated and scored as described below. A responsive proposal is one which meets or exceeds the requirements stated in the RFP.
 - c) To be considered for evaluation, all bid proposals must attest to meeting all of the requirements identified. The following criteria must be supported with appropriate documentation attached to the proposal. In other words, these items should be considered as pass/fail, and one must pass each and every item to be considered.

- **20% New Renewable Energy**

Each station shall use at least twenty percent (20%) new renewable energy, above and beyond the existing California Renewable Portfolio Standard Program renewables, to produce and/or dispense hydrogen with a goal of thirty three percent (33%) by the year 2010. Or, the station must demonstrate a fuel cell energy station as defined. Refer to Appendix #5 "Renewable Definitions" and Appendix # 6 "Calculating the 20% renewable Hydrogen Contribution" for further explanation.

- **30% reduction in Greenhouse Gases**

Confirm, showing calculations, that the operation of the proposed hydrogen station and vehicles will result in a thirty percent (30%) reduction of greenhouse gas emissions relative to comparable emissions from current year's gasoline vehicles and stations. Please refer to the examples of The Greenhouse Gases, Regulated Emissions, and Energy Use in Transportation Model (GREET) Appendix #7 "Documenting Senate Bill 76 Emissions Criteria Have Been Met" to illustrate emissions calculations. For the purposes of this RFP, the proposer may submit a bid to establish a combined fuel cell energy/hydrogen refueling station. If this option is selected, minimum qualifications for such a station include: a fuel cell installation that produces hydrogen for vehicle refueling, and produces at least 100kw of electricity for distributed generation. The generated electricity may be used on location for the compression and dispensing of hydrogen, or for normal service and maintenance of local buildings. Waste heat from the fuel cell may also be used for heating and air conditioning purposes. The combined fuel cell energy/refueling station is not bound by the 20% new renewable energy requirement. An alternative configuration is possible whereby the energy station is fueled by natural gas, the principle product being the export of electrical and thermal energy and the production of hydrogen for vehicle refueling.

- **No increase in criteria or toxic pollutants**

Confirm, showing calculations, that the station's operation shall result in no increase in toxic or criteria pollutants relative to emissions from a comparable gasoline vehicle/station. Use the GREET model in Attachment #7 "Documenting Senate Bill 76 Emissions Criteria Have Been Met" to show your criteria pollutant emissions calculations.

- **Station Capacity**

These stations will be designed and scaled to fuel light duty vehicles, unless otherwise indicated. On-site dispensed storage capacity must fit the needs of the fleet, or be no less than thirty (30) kilograms, which ever is larger. There must be enough reserve to compensate for unexpected events such as mechanical breakdowns, or vehicles from other fleets that may require refueling at the station. The station must be designed to dispense at least ten (10) kilograms hydrogen per day, seven (7) days a week. The station must be designed to fuel five thousand (5000) PSI vehicles, but be upgradeable to dispense fuel for lower pressure metal hydride vehicles or at ten thousand (10,000) psi at a later date, if necessary. The station must use nozzles manufacturer constructed to SAE J2600 or similarly recognized standard/practice.

- **Station Region/Location**

The stations must be located in one (1) of the four (4) existing regional clusters: Greater Los Angeles Area, San Diego area, San Francisco Bay Area, or Sacramento Area. Or, a new station/cluster may be established within the San Joaquin Valley along Interstate 5 or highway 99. Within an existing regional cluster, stations must not be closer than five (5) driving miles from the nearest public station. Regional clusters are defined as completely within their respective air basin. A proposed station sited within the San Joaquin Valley would be considered to be its own cluster. However it would be beneficial if the a San Joaquin Valley station were sited within

driving range of another station in either the Los Angeles, San Francisco or Sacramento clusters.

- **Education/Outreach Plan**

The proposal must describe the different audience goals and objectives of the outreach plan. It should include what messages will be delivered and describe the vehicle used to deliver those messages. The plan should show how the operator will coordinate with other community organizations such as schools, local air pollution control officials, local government officials etc. Sketches of information kiosks and other visitor enhancements should be included. The plan should include establishment of a toll free telephone number and a description of what information will be available through the toll free number.

- **Early and In-depth Community Involvement**

Hydrogen used as a consumer transportation fuel is a new concept to most people. The siting of a hydrogen fueling station within a particular community is likely to raise significant attention. To help ensure that there is as much community support for these stations as possible, each station proposal shall include a detailed community involvement plan. The plan must include properly noticed public meetings, scheduled personal meetings with the local permitting and planning departments, fire marshal and others. If the station is to be located in a community with environmental justice concerns, plans should include extra steps to show how the station may benefit such a community.

- **Public Access**

These stations will be public stations. By this, we mean that with proper notice, training and when all liability agreements are agreed upon, any private or publicly operated original equipment manufacturer (OEM) hydrogen fuel cell vehicle and approved conversion vehicles, fuel cell or ICE may have access to refill at the station. The stations must be accessible to the public. This means station access may not be blocked by locks or gates. Access to fueling should be available without an appointment and payment should be made through the use of a personal identification number/card and billing with a major credit card. Where necessary, an attendant must be on-call to assist with fueling between the hours of 6 A.M. to 6 P.M. After hours an attendant should be available, on-call with twenty 20 minutes notice.

- **Hydrogen Grade**

Each station will be designed to produce and dispense fuel cell grade gaseous hydrogen for use in both fuel cell and internal combustion engine vehicles. Hydrogen at the nozzle must be tested with results available to verify that dispensed fuel meets fuel cell vehicle manufacturer requirements, and to compare with the SAE J-2719 purity standard. Liquid or ICE grade hydrogen may be dispensed for other vehicle configurations at the operator's discretion, however these specific costs may not be applied to the 50/50 match.

- **Hydrogen Fuel Price**

Each proposal must include calculations that show how much the hydrogen fuel cost to produce as well as the scheme used to price the fuel to the consumer. This information will remain confidential if desired.

- **Vehicle Fleet Identification**

In order to help ensure that each station maximizes the amount of hydrogen dispensed and help increase the utility of the particular cluster of vehicles, successful bidders must identify to the greatest extent possible, the specific vehicles that will be utilizing the station. If the station is to fuel medium or heavy duty hydrogen vehicles it is expected that those vehicles will be clearly identified and that station storage,

access and production characteristics be adjusted to accommodate the extra capacity.

- **Compliance with Codes and Standards**

To ensure that all performance and safety standards are satisfied, the station must meet or exceed all applicable standards set by official individuals or organizations known as Authorities Having Jurisdiction (AHJ). These AHJ may be a federal, State, local or regional government department or an individual such as the fire marshal, fire chief, or health department official. In the case of some new and emerging technologies, standards may not yet exist; therefore station operators should be open to sharing information with local AHJ to assist them in their efforts to establish appropriate standards.

2) Phase II: Scored Items

- a) For those proposals that meet the minimum qualifications, the following items will be assessed and assigned scores. The following items will be scored based on the information pertinent to each hydrogen station.

1. New Renewable Energy (10 points)

Minimum Qualification: 20% renewables. Each station shall use at least twenty percent (20%) new renewable energy, above and beyond the existing California renewable Portfolio Standard Program renewables, to produce and/or dispense hydrogen.

Additional points will be awarded for higher percentage of renewables.

2. Co-locating or retail like- fueling outlet (20 points)

Additional points will be awarded to bidders whose station design includes collocation of hydrogen fueling with the dispensing of traditional fuels such as gasoline or diesel. Such placement may likely result in greatly increased traffic and public exposure. Often retail stations have the added potential benefit of having a retail shop or store where hydrogen information may be displayed and distributed. Points may be allowed to designs with a retail like appearance even though they may not be co-located with other fuels.

3. Storage capacity (5 points)

Minimum Qualification: 50 KG

For any station, the minimum storage capacity of the station will be 50 Kg. Each station shall produce a plan on how they plan to supply hydrogen in the event of a critical component failure. Five points awarded for a station with 60 Kg or more of storage capacity.

4. Dispensing capability (7 points)

Minimum Qualification: 10kg/24 hours

One additional point will be awarded for each additional 10kg capacity up to 50 Kg maximum. Fast fill communication is defined as the ability to use a refueling protocol that includes data transmission from the vehicle fuel tank to the dispenser to more accurately compute the needed heat of compression compensation for dispensing compressed hydrogen. Proposals which include fast fill communication will be awarded an additional 2 points.

5. Location (19 points)

The proposals must describe the geographic location including street name and number if applicable. It must state the driving distance to the nearest freeway on/off ramp. It must identify by name, businesses located near the proposed station location. It must describe the amount of public exposure the station may garner through its location alone. The

proposal must describe ease of ingress and egress including traffic/lane merging patterns into and out of the station. Maximum points will be awarded to those stations located in highly visible, easy to get to locations near major thoroughfares.

Placement in areas with Environmental Justice Concerns: Stations that are located in areas that exceed State or National PM_{2.5} standards or are in non attainment for Ozone will receive two extra points.

6. Fuel Cell Energy station Option (14 points)

For purposes of this RFP, the proposer may submit a bid to establish a combined fuel cell energy/hydrogen refueling station. Minimum qualifications for such a station include: a fuel cell installation that produces hydrogen for vehicle refueling, and produces at least 100kw for distributed generation. The generated electricity may be used on location for the compression and dispensing of hydrogen, or for normal service and maintenance of local buildings. Waste heat from the fuel cell may also be used for heating and air conditioning purposes. The combined fuel cell energy/refueling station is not bound by the 20% new renewable energy requirement. An alternative configuration is possible whereby the energy station is fueled by natural gas, the principal product being the export of electrical and thermal energy and the production of hydrogen for vehicle refueling.

Minimum Qualification: Generates electricity above minimum of 100Kw.

10 points will be added for the establishment of a 100Kw capacity fuel cell energy station. One additional point will be awarded for each multiple of 50Kw in excess of 100Kw up to a maximum of 2 points. Two additional points will be awarded to those fuel cell energy stations that harness at least 20% of the waste heat energy for the purposes of heating or air conditioning adjacent buildings.

7. Education /outreach plan communication (5 points)

Proposals must state the goals and objectives of the education and outreach plan. The proposal must describe in detail the specific audience(s) that will be addressed and describe the communication messages that will be delivered. It must describe the media or specific materials that will be used to deliver the messages (video, brochures, posters, etc.) to the target audience. The proposal must describe the anticipated action that the prospect should take after experiencing the materials. Proposals must illustrate how they will work together with the local air pollution control district to ensure consistent messages are delivered. Proposals will include establishment of a toll free number which is answered by a live person whereby an individual may acquire additional information. This plan will be scored on degree of completeness.

8. Community outreach proposal (5 points)

Community outreach differs from Education and outreach in timing, audience and message. Community outreach focuses on an audience made up of local permitting officials, key policy makers, and community – based organizations. Community outreach takes place at the very beginning of the permit process – even before the permit is applied for, ensuring that there are no “surprises” as the hydrogen station process progresses. In-person briefings and meetings are the norm, and often, public workshops are presented – for example to educate local emergency responders on how to properly handle hydrogen fueling apparatus.

9. Bid team qualifications/experience/long term commitment (10 points)

The proposals must highlight the team’s specific experience in designing, planning, and engineering, constructing, testing, operating and maintaining gaseous hydrogen fueling stations. Proposals must include a list of representative clients of hydrogen or other related gaseous fuel related projects designed and built over the last ten (10) years. Proposals must summarize hydrogen, renewable energy and related experience and

relevant training that demonstrate the team's ability to construct, operate and maintain gaseous hydrogen fueling stations.

Proposals must include examples of recently completed related projects along with planned and actual timelines for the projects. Proposals must include permission for ARB and ARB representatives to inspect the projects listed.

Proposals must include resumes, licenses, certifications, permits and/or similar statements of respective project managers and a complete list of sub-contractors.

10. Written technical proposal quality (40 points)

Points will be awarded, up to a maximum of 40, based on the quality of the response to the technical requirements detailed in the Scope of Work. The written proposal will be presented in two (2) main sections, the technical chapter and the cost chapter, each of which will be scored individually. The cost chapter must be provided under separate, sealed cover as described in Section D.4.Submission of Proposal.

	Scoring Item	Max Score
1.	New renewable energy Minimum Qualification: 20% renewables Scoring: Equal or greater than 33% 4 points Equal or greater than 50% 6 points Equal or greater than 75% 10 points	10
2.	Co-locating or retail like- fueling outlet Additional points, up to 20, will be awarded to bidders whose station design includes collocation of hydrogen fueling with the dispensing of traditional fuels such as gasoline or diesel. Points may be allowed to designs with a retail like appearance even though there may be no co-location of fueling.	20
3.	Storage capacity Minimum Qualification: 50 KG Scoring: Five points for stations with 60kg or more	5
4.	Dispensing capability Minimum Qualification: 10kg/24 hours Scoring: One point per additional 10Kg per day up to a maximum of 5 points Fast fill communication: 2 points	7
5.	Location Minimum Qualification: Not within 5 miles of an existing station. Scoring: Up to 17 points will be awarded based upon the degree to which the proposed station location maximizes desirable characteristics such as: distance to the nearest station, distance to the nearest freeway on/off ramp, access from major thoroughfare, location allows adequate public exposure, signage is easily viewable. Placement in areas with Environmental Justice Concerns: Stations that are located in areas that exceed State or National PM2.5 standards or are in non attainment for Ozone will receive 2 extra points.	19
6.	Fuel Cell energy station option	

	Minimum Qualification: Generates in excess of 100Kw electricity and meets minimum hydrogen fueling storage and capacity levels. Scoring: <ul style="list-style-type: none"> One point for each multiple of 50KW in excess of 100Kw up to a maximum of 2 points Use at least 20% of Waste Heat for HVAC bldg. 2 points 	14
7.	Education /outreach plan communication Scoring: Points will be awarded, up to a maximum of 5, based on completeness of plan and clarity of communication	5
8.	Community outreach proposal Scoring: Points will be awarded, up to a maximum of 5, based on completeness of plan and clarity of communication	5
9.	Bid team qualifications/experience/long term commitment Scoring: Points will be awarded, up to a maximum of 10, based on team's H2 station experience and gaseous station experience	10
10.	Written proposal quality Scoring: Points will be awarded, up to a maximum of 40, based on the quality of the response to the technical requirements.	40
	Maximum Possible Score	135

3) Evaluation Phase III: Cost Scoring

Following the scoring of the individual station proposals that met the minimum requirements, the cost proposal packages will be opened, and proposals will be awarded cost points from 0 to 65 (zero to sixty-five). The cost points will be awarded on a sliding scale based on Kg/\$. Kilograms-per-dollar is defined as the amount of State funding requested in the proposal divided by the proposed station's average annual design hydrogen throughput. This formula values the ratio of kg/\$ rather than merely who requests the least amount of funding. For example, a station requesting \$1,250,000, designed to fuel 60 (maximum point award capacity) kg/day (or 21900 kg/yr) would result in \$ 57/kilogram which would receive maximum points. Similarly, a station requesting \$625,000 but producing 30kg/day would also result in the same \$57/kg ratio. A station requesting \$1,250,000 that produces 10 (minimum capacity) kg/day (3650 kg/yr) would result in a \$342 kilogram would receive the minimum or zero cost points. The formula to calculate cost points is then:

$$\text{Cost Points} = (-0.23) \times (\$/\text{kg}) (+78).$$

The contract award(s) will be made to the responsive bidder earning the highest overall score. The station proposals with the highest total scores will be accepted subject to the selection criteria.

6. Award and Protest

- a. Notice of the proposed award (Letter of Intent to Award) shall be posted in the lobby of the California Environmental Protection Agency building at 1001 I Street, Sacramento, California 95814 for five (5) working days prior to awarding the agreement.
- b. If any proposer, prior to the award of agreement, files a protest with the Air Resources Board and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency did not follow the evaluation and scoring methods in the RFP, or that the ARB failed to follow the procedures specified in either

subdivision (b) or (c) of Public Contract Code section 10344, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

- c. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Air Resources Board a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. It is suggested that you submit this complete written statement by certified or registered mail.

7. Disposition of Proposals

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

8. Agreement Execution and Performance

- a. Performance shall be available on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by the second lowest proposer or by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

E. Preference Programs

1. Small Business Preference

Overview. The State of California provides a five percent (5%) preference to Small Business proposers. This 5% preference is also provided to Non-Small Businesses that commit to subcontract, with one or more California-certified small business(es), at least 25% of the net bid price, as specified below. The standard contract language for the preference programs can be found at <http://www.pd.dgs.ca.gov/smbus/default.htm>. For the purposes of this section, the definitions specified in Title 2, California Code of Regulations (CCR), §1896.4 shall apply unless otherwise noted. Also, "ARB" and "awarding department" shall have the same meaning and are used interchangeably.

Questions regarding certification of small businesses should be directed to the Office of Small Business and DVBE Certification (OSDC) at (916) 375-4940.

- a. Application of the Small Business and Non-Small Business Subcontractor Preferences
 - (1) A small business will be granted a five percent (5%) small business preference on a bid evaluation by the ARB when the responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid

pursuant to a solicitation evaluation method described in Title 2, CCR, §1896.8., and when the small business:

- (a) Has included in its bid a notification to the ARB that it is a small business or that it has submitted to the OSDC a completed certification application and required support documents pursuant to Title 2, CCR, §1896.14 no later than 5:00 p.m. on the bid due date. The OSDC must be able to approve the application as submitted, and the applicant is subsequently certified by the OSDC as a small business; and
 - (b) Has submitted a timely, responsive bid; and
 - (c) Is determined to be a responsible proposer.
- (2) A non-small business proposer will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by the ARB when the responsible non-small business proposer has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Title 2, CCR, §1896.8., and when the non-small business proposer:
- (a) Has included in its bid a notification to the ARB that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
 - (b) Has submitted a timely, responsive bid; and
 - (c) Is determined to be a responsible proposer; and
 - (d) Submits a list, which must be attached to the bid response, of the small business(es) it commits to subcontract with for a “commercially useful function” in the performance of the contract. Winning Proposer must provide description of work provided by the subcontracted small business. The list of subcontractors shall include: (1) subcontractor name, (2) address, (3) phone number, (4) a description of the work to be performed and/or products supplied, (5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code §14837(d)(4), and (6) signed statement under penalty of perjury that the subcontractors are registered with the State of California as a small business. Statement must be signed by each subcontracted small business and winning Proposer. Statement must include small business certification number and expiration date.

b. Substitution of a Small Business Subcontractor

- (1) After award of a contract based in part on the application of the Non-Small Business Subcontractor preference in subsection D.1.a.(2) above, the contractor must use the small business subcontractor(s) and/or supplier(s) proposed in the bid to the State unless a substitution is requested in writing to the awarding department and the awarding department approves the substitution in writing prior to the commencement of any work. The substitution request must include at least the following:
- (a) An explanation of the reason for the substitution.
 - (b) The contractor must substitute a small business with another small business. However, if the small business substitution cannot occur, the contractor must include a written justification and the steps that were taken to try to acquire a new small business subcontractor and how that portion of the contract will be fulfilled.
 - (c) A description of the work to be performed, identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform. The substituted business(es), if approved, shall be required to perform a commercially useful function in the contract as defined in Government Code §14837(d)(4) and pursuant to subsection D.1.a.(2) above.

- (2) The request for substitution of a small business and the awarding department's approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including but not limited to, the Subletting and Subcontracting Fair Practices Act (§4100 et seq., Public Contract Code) or any other contract requirements relating to substitution of subcontractors.
 - (3) If a contractor requests substitution of its subcontractor(s)/supplier(s) by providing a written request to the awarding department in accordance with Title 2, CCR, §1896.10, the awarding department may consent to the substitution in any of the situations set forth in Public Contract Code §4107 of the Subletting and Subcontracting Fair Practices Act.
 - (4) Prior to approval of the prime contractor's request for the substitution, the awarding department, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the awarding department. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the awarding department shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the awarding department on the prime contractor's request for substitution.
 - (5) Failure of the contractor to subcontract with the small businesses listed on its bid to the State or follow these substitution rules may be grounds for the department to impose sanctions pursuant to Government Code §§14842.5 and 1896.16. In the event such sanctions are to be imposed, the contractor shall be notified in writing and entitled to a hearing pursuant to Title 2, CCR, §§1896.18 and 1896.20.
2. Target Area Contract Preference Act (TACPA) - www.pd.dgs.ca.gov/disputes
 3. Local Agency Military Base Recovery Area (LAMBRA) Act - www.pd.dgs.ca.gov/disputes
 4. Enterprise Zone Act (EZA) - www.pd.dgs.ca.gov/disputes

F. Required Attachments

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Proposer's Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
_____ Attachment 6	Contractor must sign and submit to the awarding agency, <i>page one (1)</i> of the Contractor Certification Clauses (CCC 1005) which can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language . This document is only required if the Proposer has not submitted this form to the awarding agency within the last three (3) years.
_____ Attachment 7	Target Area Contract Preference Act (TACPA) Form and Instructions
_____ Attachment 8	Enterprise Zone Act (EZA) Form and Instructions
_____ Attachment 9	Local Agency Military Base Recovery Area (LAMBRA) Act Form and Instructions

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions, Section C.4.

- A. Our all-inclusive Proposer's Cost Sheet is submitted in a sealed envelope marked "Proposer's Cost Sheet, Do Not Open".
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required ASE Certification—A1 & A2
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
<p>16. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification (OSDC) as:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p> If yes, enter certification number: _____</p> <p>b. Non-small business subcontracting</p> <p> 25% to a small business Yes <input type="checkbox"/> No <input type="checkbox"/></p> </div> <div style="width: 45%;"> <p>c. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p> If yes, enter your service code below: _____</p> </div> </div> <p>NOTE: A copy of your Certification is required to be included if any of the above items is checked "Yes".</p> <p>Date application was submitted to OSDC, if an application is pending:</p> <p>Please see Preference Programs to ensure all required information is submitted with your bid.</p>		

Attachment 2 Continued:

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	<ul style="list-style-type: none"> If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If non-small business sub-contracting for 25% of the net amount of the contract, place a check in the "Yes". If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC.

ATTACHMENT 3

PROPOSER'S COST SHEET

DIRECT LABOR *	HOURS	RATE	TOTAL
Program Manager (Job Description)	_____	_____ @	_____
Project Managers (Job Descriptions)	_____	_____ @	_____
Consultant Costs (Job Description)	_____	_____ @	_____
Engineering Staff (Job Description)	_____	_____ @	_____
Technicians (Job Description)	_____	_____ @	_____
Clerical (Job Description)	_____	_____ @	_____
			\$ _____
 SUBCONTRACTOR(S) COST ITEMIZED*			
Site preparation			_____
Station Design			_____
Testing/certification			_____
Renewable generation System Design			_____
Other			_____
			\$ _____
 INDIRECT COSTS (OVERHEAD)			
Overhead Rate		_____	_____
Fringe Benefits		_____	_____
			\$ _____
 CAPITAL EQUIPMENT COSTS*			
Dispenser			_____
Purifier			_____
Storage			_____
Compressor			_____
Reformer/Electrolyser			_____
Photovoltaic/wind/other			_____
Additional Equipment			_____
Hydrogen Fuel Cell			_____
Information Kiosk/collateral materials			_____
			\$ _____
 OTHER DIRECT COSTS			
Travel			_____
Operations/maintenance			_____
Fuel Trucking/Transportation			_____
Other			_____
Permits			_____
Pre-permit Outreach			_____
			\$ _____
 GRAND TOTAL COSTS			 \$ _____

* Costs eligible for 50% cost sharing. Please – use separate sheet to show requested match amount.

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.					
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) MAILING ADDRESS CITY, STATE, ZIP CODE E-MAIL ADDRESS BUSINESS ADDRESS CITY, STATE, ZIP CODE					
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): []-[]-[][][][][][][][][] <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR []-[]-[][][][][][][][][] ENTER SOCIAL SECURITY NUMBER: (SSN required by authority of California Revenue and Tax Code Section 18646)					NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
California resident - Qualified to do business in California or maintains a permanent place of business in California. California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.						
4 PAYEE RESIDENCY STATUS						
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) SIGNATURE TITLE DATE TELEPHONE () () () () () ()					
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: () _____ Fax: () _____ E-mail Address: _____					

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT 6

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require

an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the

State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

9. ANTITRUST CLAIMS:

The Government Code chapter on Antitrust claims contains the following definitions:

a. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

b. "Public purchasing body" means the state or the subdivision or agency making a public purchase. (See Government Code section 4550).

The following antitrust provisions must be included in the bid documents:

a. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and

become effective at the time the purchasing body tenders final payment to the bidder. (See Government Code section 4552).

b. If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.

c. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code section 4554).

10. PRIORITY HIRING CONSIDERATIONS FOR CONTRACTS WITH A VALUE IN EXCESS OF \$200,000.

Every contract for services in excess of \$200,000 shall contain a provision requiring the contractor to give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under W&I Code § 11200 (PCC § 10353).

DGS recommends including the following paragraph or a similar provision in each bid document that will result in a contract award exceeding \$200,000:

If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

ATTACHMENT 7

STD. 890 (REV. 4/2002) (FRONT)

TARGET AREA CONTRACT PREFERENCE ACT PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT.
---------------------	--------------

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either 50% of the labor hours required to complete a contract for GOODS, or 90% of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers or acquire Maps, contact the city or county Planning and Development Commission for the intended worksite.

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

Preference may be denied if you do not provide the following required information:

- (1) Identify each and every firm to perform 5% or more of the total contract labor hours required to complete this contract.
- (2) List complete addresses for each firm named below.
- (3) Report projected number of labor hours required to perform the contract for each firm named below.
- (4) Enter the CENSUS TRACT number.
- (5) Enter the BLOCK GROUP number.
- (6) Identify the California designated TACPA worksite(s) by entering the proper Criteria letter A, B, C, D, E or F (see reverse for instructions) in the Criteria column. Note: for each worksite qualified by Criteria C, D or F, the bidder shall attach, to this request, a U.S. Census Map showing the cited Tract/Block Group numbers and the company workites.

(1) FIRM NAME and CONTRACT FUNCTION: <small>(Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.</small>	(2) WORKSITE ADDRESS <small>Street Address, City, County, State, Zip Code</small>	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA [A – F]
TOTAL PROJECTED LABOR HOURS:					

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their company worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California-based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; and (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

STD. 830 (REV. 4/2002) (REVERSE)

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Target Area Contract Preference Act References and Instructions

The Target Area Contract Preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% Worksite and 1% to 4% Workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to California-based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury, to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit of the combined preferences is 15% of the lowest responsible bid; and, in no case, more than \$100,000 per solicitation.

**Section I
Worksite Preference Eligibility and Labor Hours**

Bidders must identify at least one TACPA Worksite by entering the criteria letter A, B, C, D, E or F in the Criteria column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where 5% or more of the total contract labor hours will be worked. The terms Firm Name or Contract Function may include: Bidder, Shipping, Manufacturer/Processor, Transportation, Warehousing, and/or Administration. Preference request may be denied if an eligible California TACPA Worksite is not identified, or all firms doing at least 5% of the contract labor hours are not identified. Enter one Criteria letter to identify each TACPA Worksite on the reverse page. Criteria C, D & F require a census tract map be submitted with the bid, clearly showing the census tract/block group numbers.

- A. The firm is located in a California eligible distressed area(s).
- B. The firm will establish a worksite(s) in a California eligible distressed area(s).
- C. The firm is in a census tract block with a contiguous boundary adjacent to a California eligible distressed area. Attach a map to this request, with your bid submission.
- D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block that, when attached to the California eligible distressed area(s), forms a contiguous boundary. Attach a map to this request, with your bid submission.
- E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). This option applies to solicitations for goods only.
- F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that, when attached to the California eligible distressed area(s), form a contiguous boundary. Attach a map to this request, with your bid submission. This option applies to solicitations for goods only.

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

Bidders must also define the specific hours, by activity, for their firm's contract labor hours on the separate *Bidder's Summary* form.

Bidders must provide a manufacturer's letter that specifies the number of labor hours necessary to make the products. (Form included in this bid solicitation.) Applies to solicitations for goods only.

**Section II
Workforce Preference**

Eligibility to request Workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA Worksite preference. The Workforce preferences are only awarded if the bidder agrees to hire and employ the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a 4% workforce preference the bidder must have its eligible employees perform 20% of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours Total," STD 830. To claim the Workforce preferences check the appropriate box for percent of requested bid preferences in Section II.

**Section III
Certification for Worksite and Workforce Preferences**

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences offered pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than three months and not more than 24 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you win an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder. To identify TACPA distressed worksite census tract and block group numbers, or acquire Maps, contact the local city or county Planning or Economic Development offices of the proposed worksite, or <http://factfinder.census.gov>. Verify the Census Tract & Block numbers for TACPA sites by calling the Department of General Services, Procurement Division TACPA line at (916) 375-4609. Additional TACPA information can be found on the following website: <http://www.cd.dgs.ca.gov/default.asp?mp=iosbcr/main/main.asp>

ATTACHMENT 8

STD. 831 (REV. 4/2002) (FRONT)

ENTERPRISE ZONE ACT PREFERENCE (EZA) REQUEST FOR GOODS AND SERVICES SOLICITATIONS

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Complete this form only to request EZA preferences for this bid

SOLICITATION NUMBER	AGENCY/DEPT
---------------------	-------------

Enterprise Zone Act (EZA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify under penalty of perjury to perform either 50% of the labor hours required to complete a contract for GOODS or 90% of the labor hours required to complete a contract for SERVICES in an eligible enterprise zone worksite(s) you identify in Section I. The EZA provides bid selection preferences of 5% for eligible worksites (Section I), and a 1% to 4% for hiring eligible workforce employees (Section II). EZA addresses can be verified or confirmed with city-county Economic Development Offices or the California Technology, Trade and Commerce Agency website <http://commerce.ca.gov/business/community/entzone.html>

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

Preference may be denied if you do not provide the following required information:

- (1) Identify each and every firm that will perform 5% or more of the total contract labor hours required to complete this contract.
- (2) List complete addresses for each firm named below.
- (3) Report number of projected labor hours required to perform the contract for each named firm at the worksite.
- (4) Enter the Enterprise Zone Name.
- (5) Identify the California designated EZA worksite(s) by entering the proper Criteria letter A, B, or C in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: <small>(Manufacturing, transportation, shipping, warehousing, admin, etc.) Use additional pages, as needed, to fully report worksite information.</small>	(2) WORKSITE ADDRESS <small>Street Address, City, County, State, Zip Code, Phone Number</small>	(3) Projected Labor Hours	(4) Enterprise Zone Name <small>Complete for all sites located within the EZA preference area(s)</small>	(5) Criteria <small>(A, B, C)</small>
TOTAL PROJECTED LABOR HOURS:		0.00		

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive EZA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the EZA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated EZA worksite(s) claimed in Section I; (3) shall hire persons who are EZA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request to receive EZA preferences. I understand that any person furnishing false certifications, willfully providing false information or omitting information, or failing to comply with the EZA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

STD. 831 (REV. 4/2002) (BACK)

**ENTERPRISE ZONE ACT PREFERENCE (EZA) REQUEST
FOR GOODS AND SERVICES SOLICITATIONS****STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS****Enterprise Zone Act References and Instructions**

The Enterprise Zone Act (EZA), GC §7070 et seq., and 2CCR §1896.100 et seq. promotes employment and economic development at designated Enterprise Zones by offering 5% Worksite, and 1% to 4% Workforce bidding preferences in specified State contracts. The EZA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to California based firms, and only when the lowest responsible bid and resulting contract exceeds \$100,000. Bidders must certify, under penalty of perjury, to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the contract labor hours required to complete this contract in the eligible EZA area worksite(s) identified in Section I on the reverse side of this page. EZA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

SECTION I**Worksite Preference Eligibility and Labor Hours**

Bidders must identify at least one eligible EZA Worksite by entering the EZA Zone Name and the "Criteria" letter A, B, or C in sections 4 and 5, on the reverse of this form, to be eligible for the 5% preference. In addition, the bidder must name each and every firm or site where 5% or more of the total contract labor hours will be worked. The terms Firm Name or Contract Function may include: Bidder, Shipper, Manufacturer/Processor, Transportation, Warehousing, and/or Administration. Preference requests may be denied if an eligible EZA worksite is not identified, or if all firms doing at least 5% of the contract labor hours are not identified. Enter the Criteria to identify each EZA Worksite on the reverse page.

- A. The firm is located in a California designated Enterprise Zone(s).
- B. The firm will establish a worksite(s) in a California eligible distressed EZA area(s).
- C. The bidder will purchase the contract goods from the manufacturer(s) located in a California designated EZA area(s). This option applies to solicitations for GOODS only.

Show number of contract labor hours at each listed firm and site. Only include the number of labor hours necessary and required to complete the contract activities. Artificially increasing contract labor hours at a claimed EZA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time in the number of projected contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours are to be reported for each carrier separately and must not be combined or included with hours for manufacturing/processing, or administration, or at any eligible EZA site. Failure to list all projected contract labor hours to be performed at the reportable site(s) may result in a denial of this preference request.

If providing goods, the bidder must provide a *Manufacturer's Summary form* (included with this solicitation), that specifies the number of projected labor hours necessary to make the product(s).

The bidder must explain, by activity, their firm's projected contract labor hours by completing the *Bidder's Summary form* (included with this solicitation).

SECTION II**Workforce Preference**

Eligibility to request Workforce preference is based on the bidder first claiming and receiving approval of the 5% EZA Worksite preference. The Workforce preferences are only awarded if the bidder hires and employs the EZA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a Workforce preference percentage the bidder must have its eligible employees perform the specified percentage of the total contract Workforce labor hours. See Section I, "Total Projected Labor Hours," form STD. 831. To claim the Workforce preference select or check the appropriate box for percent of requested bid preferences in Section II.

SECTION III**Certification for Worksite and Workforce Preferences**

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences offered. The penalties associated with the EZA statute are: GC §7084 (g) (1), a business that requests and is given the preference provided for in subdivision (a) or (b) by reason of having furnished a false certification, and that by reason of this certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (A) Pay to the State any difference between the contract amount and what the State cost would have been if the contract had been properly awarded.
- (B) In addition to the amount specified in subparagraph (A), be assessed a penalty in an amount of not more than 10% of the amount of the contract involved.
- (C) Be ineligible to directly or indirectly transact any business with the State for a period of not less than 3 months and not more than 24 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days' notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you win an award based on these preferences, you will be required to report monthly on your contract performance, labor hours and EZA compliance.

For questions concerning preferences and calculations, or if bid solicitation does not include preference request forms, please call the awarding department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To locate California designated EZA sites contact the website <http://commerce.ca.gov/business/community/entzone.html> or the city or county Planning/Economic Development offices for the proposed Worksite location, or the California Technology, Trade and Commerce at (916) 324-8211. Additional information is located at the following website: <http://www.pd.dgs.ca.gov/default.asp?mp=.> osbrtmain/main.asp

ATTACHMENT 9

STD. 832 (REV. 4/2002) (FRONT)

LOCAL AGENCY MILITARY BASE RECOVERY AREA ACT FOR GOODS AND SERVICES SOLICITATIONS

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Complete this form if you request LAMBRA preferences for this bid

SOLICITATION NUMBER	AGENCY/DEPT
---------------------	-------------

Local Agency Military Base Recovery Area (LAMBRA) Act preferences are available only if the lowest responsible bid and the resulting contract exceeds \$100,000. Your firm must be California based. You must certify, under penalty of perjury to perform either 50% of the labor hours required to complete a contract for GOODS, or 100% of the labor hours required to complete a contract for SERVICES in the enterprise zones you identify in Section I. The LAMBRA provides bid selection preferences of 5% for eligible worksites (Section I), and a 1% to 4% for hiring eligible workforce employees (Section II). To identify LAMBRA worksites contact the city or county Planning / Economic Development offices, or the California Technology, Trade and Commerce Department at (916) 324-8211.

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

Preference may be denied if you do not provide the following required information:

- (1) Identify each and every firm to perform 5% or more of the total labor hours required to complete this contract.
- (2) List complete addresses for each firm named below.
- (3) Report projected number of labor hours required to perform the contract for each firm named below.
- (4) Enter the name of the designated LAMBRA Site.
- (5) Identify the California designated LAMBRA worksite(s). You must enter the appropriate criteria letter in the Criteria column;
 - Criteria
 - A. This firm is located in a California designated LAMBRA AREA(s).
 - B. The bidder will establish a worksite(s) in a California designated LAMBRA AREA(s).
 - C. The bidder will purchase the contract goods from a manufacturer(s) located in a California designated LAMBRA AREA(s).

(1) Firm Name and Contract Function: (Manufacturing, Transportation, Shipping, Warehousing, Administration, etc.) <i>(Use additional pages to fully report worksite information)</i>	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) Projected Labor Hours	(4) LAMBRA Site (complete for all within the designated area)	(5) Criteria (A, B, or C)
TOTAL PROJECTED LABOR HOURS:		0.00		

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive LAMBRA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder: (1) is a California based company as defined in the LAMBRA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a Goods contract, or 100% of the labor hours to complete a Services contract shall be performed at the designated LAMBRA worksite claimed in Section I; (3) shall hire persons who are LAMBRA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; and (4) has provided accurate and complete information on this request. I understand that any person falsely certifying, willfully providing false information or omitting information, or furnishing false certification with the LAMBRA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

LOCAL AGENCY MILITARY BASE RECOVERY AREA ACT FOR GOODS AND SERVICES SOLICITATIONS

LAMBRA References and Instructions

The Local Agency Military Base Recovery Area Act (LAMBRA) GC § 7118 et seq. promotes employment and economic development at designated military bases by offering 5% Worksite and 1% to 4% Workforce bidding preferences in specified State contracts. The LAMBRA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury, to perform either 50% (for GOODS contracts) or 100% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible LAMBRA area worksite(s) identified in Section I on the reverse side of this page. LAMBRA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid, and in no case more than \$100,000 per bid.

Section I Worksite Preference

Bidders must identify at least one designated LAMBRA worksite by entering the qualifying "Criteria" letter A, B, or C in section 5 and the LAMBRA Name in section 4, in order to be eligible for the 5% preference. You must name each and every Company or site where 5% or more of the total contract labor hours will be worked. The terms Firm Name or Contract Function may include: Bidder, Shipper, Manufacturer/Processor, Transportation, Warehousing, and/or Administration. Preference requests may be denied for failure to identify an eligible California LAMBRA worksite, or for failure to identify all companies doing at least 5% of the contract labor hours. Enter one Criteria letter to identify each LAMBRA Worksite on the reverse page.

- A. The firm is located in a designated California LAMBRA site.
- B. The firm will establish a worksite within a designated California LAMBRA site.
- C. The bidder will purchase the contract goods from this manufacturer, located in a California designated LAMBRA site. This option applies to solicitations for Goods only.

Enter all the labor hours at each listed company and site. The hours shall be reasonable and only include labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed LAMBRA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time or non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractors performing this contract. All transportation hours are to be reported for each carrier separately and must not be combined or included with hours for manufacturing/processing, or administration, at any designated LAMBRA site. Failure to identify all the labor hours to be performed at the reportable site(s) may result in a denial of this preference request.

If supplying goods, the bidder must provide a *Manufacturer's Summary* form (Included with this solicitation), specifying the projected labor hours necessary to make the product.

The bidder must define, by activity, its firm's projected contract labor hours by completing the *Bidder's Summary* form (Included with the solicitation).

Section II Workforce Preference

Eligibility to request Workforce preference is based on the bidder first claiming and receiving approval of the 5% LAMBRA Worksite preference. The Workforce preferences are only awarded if the bidder hires and employs the LAMBRA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage the bidder must have its eligible employees perform the specified percentage of the total contract workforce hours. See Section I, "Total Projected Labor Hours," form STD 832. To claim the workforce preference, select the appropriate box for percent of requested bid preferences in Section II.

Section III Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to receive any of the preferences offered pursuant to this form. The penalties associated with the LAMBRA statute are: GC § 7118 (g) (1): A business that requests and is given the preference provided for in subdivision (a) or (b) by reason of having furnished a false certification, and that by reason of this certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- a) Pay to the state any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- b) In addition to the amount specified in subparagraph (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- c) Be ineligible to transact any business with the state for a period of not less than three months and not more than 24 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you win an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and LAMBRA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder. To identify LAMBRA distressed worksites contact website <http://commerce.ca.gov/business> or the California Technology, Trade and Commerce Department at (916) 324-8211. Additional information is located at website: <http://bid.dgs.ca.gov/default.asp?mp=.../osbcr/main/main.asp>.

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Page(s)

Exhibit B – Budget Detail and Payment Provision

Page(s)

* Exhibit C – General Terms and Conditions

(Number)

(Dated)

Exhibit D – Special Terms and Conditions

Page(s)

Exhibit E – Additional Provisions

Page(s)

*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

☐ Exempt per

EXHIBIT A

SCOPE OF WORK

The RFP document “Air Resources Board RFP#05-609, Development of Hydrogen Refueling Stations” and response to the RFP will be attached and made part of this agreement. Any terms or conditions pertaining to scope of work, etc. listed in the RFP but not included on this page, are incorporated by reference and made part of this agreement.

Contractor will design, build and operate up to three (3) demonstration hydrogen fueling stations or combined fuel cell energy/fueling stations as described in California Senate Bill 76, Chapter 91, Statutes of 2005.

These stations will be built to the specifications detailed in the attached Response to Request for Proposals, entitled Air Resources Board RFP #05-609, Development of Hydrogen Refueling Stations.

The stations will meet the following minimum qualifications:

- 20% New Renewable Energy
- 30% Reduction of Greenhouse Gases
- No Increase in Criteria or Toxic Pollutant emissions
- Storage capacity of no less than 50 kg
- Dispensing capacity of no less than 10 kg/day, seven days a week
- Dispensing capacity of 5000PSI with ability to upgrade to fuel lower pressure metal hydride vehicles or to dispense at 10,000PSI
- Station Location – located in one of four existing clusters or in the San Joaquin Valley, not less than 5 miles from the nearest public station.
- Fuel cell energy storage/ hydrogen fueling station option utilizes fuel cell energy generation of at least 100 kw and meets minimum hydrogen station storage and dispensing metrics.
- Community Involvement plan provided
- Provides for Public Access
- Hydrogen purity at fuel cell grade in compliance with SAE J-2719
- Hydrogen fuel cost to produce and cost to consumer calculations provided
- Vehicles which will use station identified
- Meets all performance and safety standards set by Authorities Having Jurisdiction (AHJ)

Other Deliverables – Contractor must communicate with the contracts manager the progress of the station construction. To ensure this takes place in a regular manner, the following deliverables will be expected:

- Immediate submittal of incident reports. Preferably use reports as developed by the California Fuel Cell Partnership incident reports as contained in Appendix 1
- Monthly status reports will be scheduled and conducted via teleconference line with staff and management of the Sustainable Transportation Technology Branch.
- Quarterly infrastructure station reports will be required, once the station is operational. The format should follow those developed by the National Renewable Energy laboratories (NREL) Infrastructure – Quarterly Individual Site Template Revision: D. Reports to be submitted include the following: Individual Site Summary, Site Managers Log, On-Site Hydrogen Production Cost Log, Maintenance Log, Safety Log, Hydrogen Purity Log, Refueling data, On-site Hydrogen Production Efficiency Summary, Reformer Log, Electrolyzer Log, Compression Log, Storage and Dispensing Log, and for hydrogen energy stations, C-production Log. Examples of these spreadsheets are contained in Appendix 2.

EXHIBIT A

- Quarterly written progress reports that summarize project status, achievement of milestones, preliminary findings, deviations from plan, new recommendations if any, financial summary and invoices due to the ARB.
- Quarterly progress meetings between key station and ARB personnel, held on-site if necessary. Submittal of written notes/summary of meeting required.
- Final report – must describe the highlights and challenges of what was involved in successfully establishing the station. The report must contain description of each of the main stages involved from planning through completion and operation of the station. The report must include a list of recommendations that might benefit the construction of a station of similar design in the future. A draft of the final report must be submitted to ARB staff for review and comment at least sixty (60) days before the submission of the final report. Refer to Appendix 3, "Final Report Format" for formatting.
- From the beginning of the project, the contractor will forward a copy of all training, performance, specification manuals, schematics, operators, maintenance and troubleshooting manuals to ARB staff as soon as practical.

Appendix 1: Incident Tracking Form

Appendix 2: Infrastructure Quarterly Individual Site Template

Appendix 3: Final Report Format

Appendix 4: Cost Proposal Worksheet

Appendix 5: Renewable Definitions

Appendix 6: Examples – Calculating the 20% renewable Hydrogen Contribution

Appendix 7: Documenting Senate Bill 76 Emissions Criteria have been met

The project representatives during the term of this agreement will be:

State Agency: Air Resources Board	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all administrative inquiries to:

State Agency: Air Resources Board	Contractor:
Section/Unit: Administrative Services Division	Section/Unit:
Attention:	Attention:
Phone:	Phone:
Fax:	Fax:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in arrears and in accordance with the rates specified herein:
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name
Office
Address

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ARB within ten (10) days of discovery of the problem. Within ten (10) days, the ARB shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which are not affected by the dispute.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Contractor shall not subcontract any services under this Agreement without prior approval of the State.

4. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

5. Termination

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion without cause at any time upon thirty (30) days prior written notice to Contractor.

EXHIBIT D

- B. In the case of early termination, Contractor shall submit an invoice in triplicate covering services to termination date, following the invoice requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
- C. Upon receipt of the invoice and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all noncancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

ARB reserves the right to amend this agreement for additional time and/or additional funding. Amendment must be in writing, agreed upon by both parties, and signed by both parties. Amendment is not valid until approved by ARB, DGS Legal if applicable and any other Control Agency requiring their prior approval. No oral agreements or understandings are valid and have no force or effect, unless done so in writing, signed, and approved by appropriate state agencies.

EXHIBIT E

ADDITIONAL PROVISIONS

1. Priority Hiring Considerations

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200.

2. Sole Proprietor

If signing this Agreement as a sole proprietor, Contractor certifies they are not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 USC 1601, et. seq.).

3. Insurance

- A. Contractor shall furnish to State a certificate of insurance stating that auto and liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for Contractor.
- B. Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.
- C. Contractor agrees that the auto, bodily injury liability, and workers' compensation insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least thirty (30) days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

The certificate of insurance must include the following provisions:

- 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to State; and
- 2. The State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

4. Confidentiality

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- B. Ensure that Contractor's employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that

EXHIBIT E

they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- D. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

6. Equipment Provisions

- A. Equipment is defined as movable articles of nonexpendable property that meet the following requirements:
 - 1. Have a normal useful life (including extended life due to repairs) of at least one year;
 - 2. Have a unit acquisition cost of at least \$5,000 for other than land and structures (for example, identical assets costing \$3,000 each for a \$12,000 total would not meet the requirements); and
 - 3. Be used to conduct work under this contract; and/or
 - 4. Any and all EDP equipment used to conduct work under this contract.
- B. In the event Contractor purchases with ARB funds, procures, uses, or otherwise takes possession of equipment owned by ARB to perform work under this contract, title to such equipment shall remain with ARB and such equipment shall become ARB's equipment upon delivery thereof into Contractor's control or possession.
- C. The ARB reserves the right to full and adequate access to ARB equipment.